

Received by Hds
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PERMIT AGREEMENT

Crozier Nelson Chemical Company as owner of the real estate known as 2505 Collingsworth Street, Houston, Harris County, Texas, hereby grants to Koppers Company, Inc. (hereinafter "Koppers"), its employees, agents and contractors, the right to, at Koppers sole cost and expense, enter upon said real property aforesaid for the sole purpose of surveying, excavating, drilling, coring, sampling, construction of water or other wells and well testing to be located on the said real property.

Such surveying, excavating, drilling, coring, sampling, construction of water or other wells and well testing shall be conducted pursuant to the Administrative Order on Consent between the U. S. EPA and Koppers dated March 28, 1985.

It is expressly agreed and understood that this agreement shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under any circumstances whatsoever and Owner has absolute, complete and unimpeded right to deal with the real property in question as any other party with fee simple title except that Owners, their heirs, administrators, executors, successors and assigns shall, during the term of this Permit Agreement, in no way interfere with the integrity of any water wells constructed on the property by Koppers, its employees, agents or contractors and the right of ingress and egress by Koppers, its employees, agents or contractors to monitor said water wells.

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Koppers shall, at its sole cost and expense, maintain and, if damaged, repair all wells constructed on the said real property pursuant to this agreement; ~~provided however, that Crozier Nelson~~

~~Chemical Co. shall, at its sole cost and expense, repair any drainage caused, in whole or in appt, by any wrongful or negligent act or omission of Crozier Nelson Chemical Co., its employees, agents or contractors.~~

Koppers Company, Inc. agrees to defend, indemnify and save harmless Crozier Nelson Chemical Company, from all losses, claims, liabilities, expenses and costs (including death) occurring in connection with Koppers exercise of the rights herein granted, or arising from any wrongful or negligent act or omission of Koppers Company, Inc., its employees, agents or contractors, during the performance of this agreement and until all wells constructed hereunder are removed.

Koppers shall, at its sole cost and expense, remove all wells constructed hereunder upon receipt of written permission from U. S. EPA to so do.

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IN WITNESS WHEREOF and intending to be legally bound, the parties
hereto have caused this instrument to be duly signed this
13 day of November 1987.

WITNESS:

David R. Kerchner

Koppers Company, Inc.

James R. Campbell

WITNESS:

Ronald L. Johnson

Crozier Nelson Chemical Co.

Sam L. Johnson

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